



## REQUEST FOR PROPOSAL

NAME OF COMPANY SUBMITTING PROPOSAL \_\_\_\_\_

### **SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE**

The enclosed **REQUEST FOR PROPOSAL** (RFP) and accompanying specifications and proposal forms are for your convenience in proposing the enclosed referenced services. Proposers are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the proposer. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview - Purchasing Division  
PO Box 1952 – 300 W. Cotton (zip 75601)  
Longview, TX 75606

PHONE (903) 237-1324  
FAX (903) 291-5323  
[purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov)

**Sealed proposals will be received no later than:**

**September 29, 2020 @ 2:00 PM CST**

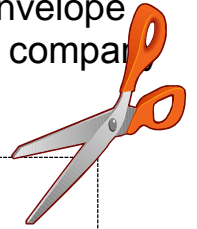
**MARK ENVELOPE:                      RFP NO. 2021-08, JULY 4<sup>TH</sup> FIREWORKS DISPLAY**  
**RETURN PROPOSAL TO:            CITY OF LONGVIEW PURCHASING OFFICE**  
**PO BOX 1952 – 300 W. COTTON (ZIP 75601)**  
**LONGVIEW, TEXAS 75606**

**THE CITY OF LONGVIEW** appreciates your time and effort in preparing a proposal. Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, Texas. You are invited to attend. Contents of the proposals will not be subject to public review. Only the names of offerors will be read aloud.

Offers must be valid for a minimum of one hundred twenty (120) days commencing on the day of the proposal opening.

# REQUEST FOR PROPOSAL

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal.



**SEALED RFP • DO NOT OPEN**

**JULY 4<sup>TH</sup> FIREWORKS DISPLAY**

**RFP No. 2021-08**

**RFP OPENING: September 29, 2020 @ 2:00 p.m. CT**

**For Information Contact:**

**Jaye Latch**  
**(903) 237-1324**  
[purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov)

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Proposals must be addressed to:**

**Jaye Latch**  
**Purchasing Agent**     or  
**PO Box 1952**  
**Longview, TX 75606**

**Jaye Latch**  
**Purchasing Agent**  
**300 W Cotton St**  
**Longview, TX 75601**

# REQUEST FOR PROPOSAL

## RFP No. 2021-08

### JULY 4<sup>TH</sup> FIREWORKS DISPLAY

#### Purpose

The City of Longview is accepting proposals from qualified firms to provide a 28-30 minute in duration professional fireworks display that is choreographed to patriotic/country/pop music and performed by a fully licensed and insured company that is approved by the local fire authority having jurisdiction for that location. The 2021 July 4<sup>th</sup> Fireworks and Freedom Celebration will be held on Sunday, July 4, 2021 starting at 9:30 PM.

#### Background

The City of Longview has a population of approximately 83,584 people with approximately 286,942 people in the Metropolitan Statistical Area. The July 4<sup>th</sup> Freedom Celebration and Fireworks show has been a special city tradition for many years.

#### Instructions to Proposers

- A. Proposals must be submitted no later than **2:00 P.M., local time September 29, 2020** as indicated on the invitation page. Late proposals will be returned unopened to the Offeror. If proposals are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing Department before the advertised date and hour for opening of proposals. If mail is delayed either in the postal service, courier, or in the internal mail system of the City of Longview beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened. **Facsimile Transmittal or Electronic (Email) submissions will not be accepted.**

- B. Proposal must be submitted in a sealed envelope to the following address:

**Mailing Address:**

**Office of the Purchasing Manager**

**ATTN: Jaye Latch**

**P.O Box 1952**

**Longview, Texas 75606**

**Physical Address:**

**Office of the Purchasing Manager**

**ATTN: Jaye Latch**

**300 West Cotton Street**

**Longview, Texas 75601**

The sealed envelope must be clearly marked with the **RFP No. 2021-08** JULY 4TH FIREWORKS DISPLAY

**Proposals must be submitted in the format specified.**

- C. Offerors assume all costs associated with the submission of a proposal including any potential cost for travel and time in negotiations or interviews.
- D. Offers must be valid for a minimum of one hundred twenty (120) days commencing on the day of the proposal opening.

- E. It is understood that the City of Longview, Texas (City) reserves the right to accept or reject, in part or in whole, any or all proposals for any or all products and/or services covered in this request and to waive informalities or defects in bids or proposals and to accept such bids or proposals as it deems in the best interests of the City of Longview.
- F. Proposals will be opened at stated time and location, but contents of the proposals will not be subject to public review. Only the names of the Offerors will be read aloud.
- G. The City reserves the right to negotiate all elements that comprise the successful Proposer's response to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to award a contract based on the original submissions with or without further discussion or presentations to one or more offerors
- H. The City desires to contract for a one year contract with the right to extend the contract for four additional one-year periods as it deems to be in the best interest of the City. However, the City reserves the right to negotiate the term of the contract.
- I. The City of Longview requests one original and one copy of your proposal
- J. Funds for payment have been provided through the City of Longview budget approved by the Longview City Council for the 2021 fiscal year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.
- K. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after the submission deadline. Any interlineation, alteration, or erasure made before opening must be initialed by the signer of the proposal.
- L. **WITHDRAWAL OF PROPOSAL:** A proposal may not be withdrawn or canceled by the proposer without the permission of the city for a period of ninety (90) days following the date designated for the receipt of proposals, and proposer so agrees upon submittal of a proposal. For the purpose of proper proposal evaluation and approval, all prices, costs and conditions shall remain firm and valid for a one hundred twenty (120) day period, commencing on the day of the proposal opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.
- M. **SALES TAX:** The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Proposers shall be responsible to report and pay all applicable taxes, if any, promptly.
- N. **PROPOSAL AWARD:** The City of Longview will review all proposals for responsiveness and compliance with these specifications. Proposals are awarded base on the published evaluation criteria.
- O. **ADDENDA:** Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website [www.LongviewTexas.gov/Bids](http://www.LongviewTexas.gov/Bids) Addenda can also be obtained by calling City of Longview

Purchasing office at 903-237-1324 or by emailing [purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov) . It is the responsibility of the proposer to obtain a copy of all addenda. Proposers shall acknowledge receipt of all addenda.

- P. DELIVERY: All delivery and freight charges (FOB City of Longview) are to be included in the proposal price.
- Q. ETHICS: The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview.
- R. EXCEPTIONS/SUBSTITUTIONS: Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the proposer has not taken exceptions and shall hold the proposer responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.
- S. DESCRIPTIONS: Any reference to model and/or make/manufacture used in proposal specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality will be considered.
- T. PROPOSAL MUST COMPLY with all federal, state, city and local laws concerning types of products specified.
- U. DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.
- V. MINIMUM STANDARDS FOR RESPONSIBLE PROPOSERS: A prospective proposer must affirmatively demonstrate responsibility and must meet the following requirements:
  - 1. Have adequate financial resources, or the ability to obtain resources required;
  - 2. be able to comply with the required or proposed delivery schedule;
  - 3. have a satisfactory record of performance;
  - 4. have a satisfactory record of integrity and ethics;
  - 5. be otherwise qualified and eligible to receive an award.
- W. City of Longview may request clarification or other information sufficient to determine proposer's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.
- X. PROPOSER SHALL PROVIDE with this proposal response, all documentation required by this RFP. Failure to provide information specifically requested may result in rejection of your proposal.
- Y. ANY QUESTIONS concerning the RFP shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to [purchasing@longviewtexas.gov](mailto:purchasing@longviewtexas.gov) Reference the section and page in question.

## **SCOPE OF WORK**

### **GENERAL**

The 2021 July 4<sup>th</sup> Fireworks and Freedom Celebration will be held on Sunday, July 4, 2021 starting at 9:30 PM. The inclement weather date will be held on a date mutually agreed upon by both parties.

The 2021 July 4<sup>th</sup> Fireworks and Freedom Celebration will be held at the Longview Convention Complex. The show will tentatively be fired from the paved area inside the gated Longview Rodeo Arena. The location will be finalized by January 31, 2021. The City of Longview reserves the right to change the location.

**In the event Gregg County (City of Longview) is under a burn ban at the scheduled time, it is possible the event will be rescheduled at another time that is convenient to both parties.**

**The City has budgeted to spend \$30,000.00 on the Fireworks display.**

The City of Longview desires to enter into a contract with a single vendor to provide a turn-key annual fireworks display to include the following:

This proposal is for an approximately 28-30 minute in duration professional fireworks display that is choreographed to patriotic/country/pop music and performed by a fully licensed and insured company that is approved by the local fire authority having jurisdiction for that location. The company will fully abide by all laws according to NFPA 1123 standards and demonstrate to the local Authority Having Jurisdiction fire authority they have an impeccable safety record. The musically choreographed show will utilize shells (maximum 4") and a 250' wide low level front with a dynamic high energy finale. All details of the show will be provided "turn-key" such as insurance, permits, etc.

### **AWARD AND PROPOSAL EVALUATION FACTORS:**

#### **Award of Proposal**

Each proposal will be ranked by the Selection Committee based upon the criteria identified. Contract will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other published factors considered. The City reserves the rights to be sole judge of the suitability of the proposed services for its intended use, and further specifically reserves the right to make the award in the best interest of the City of Longview.

The City is under no obligation to award a contract for these services based on the received proposals. The City of Longview reserves the right to reject any and all proposals for any or all services covered in this RFP and to waive informalities or defects in proposals or to accept such proposals as it deems in the best interest of the City of Longview. The City of Longview is not obligated to award a contract for services as a result of this RFP. The basis for any potential award would be the review and evaluation of submitted proposals and award recommendations based on the offers most advantageous to the City taking into consideration evaluation criteria listed in the RFP. The City may award a contract based on the original submissions with or without further presentation. City staff may choose to request any additional information as deemed necessary to assist in the determination of contract award. The City reserves the right to negotiate a best and final offer with the selected offeror. Award of contract will be subject to final approval by City Council.

## Award of Contract

It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City of Longview. Receipt and consideration of any Proposals shall under no circumstances obligate the City of Longview to accept any Proposals. If an award of contract is made, it shall be made to the responsible Proposer whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

## Evaluation Criteria:

Emphasis	Factor
25%	Quality of show proposed including size, type and number of shells and variety of colors displayed and the extent to which the goods and services meet the City's needs. All requirements listed in Section Titled Compliance Requirements.
25%	Vendor Experience with like events/ Vendor References including the proposers past relationship with the City of Longview and the reputation of the proposer and of the proposer's goods and services. All requirements listed in Section titled Experience and References.
20%	Price.
25%	Safety Record and all requirements listed in Section titled Requirements*.
5%	Overall proposal submission. Responsiveness to complying with the RFP requirements.

\*Note: Safety record will be evaluated according to information obtained through the State Fire Marshal's Office and other applicable entities.

## REQUIREMENTS:

- Provide Licensed Pyrotechnic Operator and any assistants for firing Electronic-powered display
- Contractor shall provide their own launch site security prior to and during event
- The display of fireworks shall comply with Chapter 56 of the locally adopted version of the International Fire Code (IFC) and NFPA 1123 or NFPA 1126, and BATFE.
- Prior to issuing permits for a fireworks display, plans for the display, inspections of the display site, and demonstrations of the display operations shall be approved. A plan establishing procedures to follow and actions to be taken in the event that a shell fails to ignite in, or discharge from, a mortar or fails to function over the fallout area or other malfunctions shall be provided to the fire code official.
- The storage of fireworks at the display site shall comply with the requirements of Chapter 56 of the locally adopted version of the IFC and NFPA 1123 or NFPA 1126, and BATFE
- Beginning as soon as fireworks have been delivered to the display site, they shall

not be left unattended.

- Shells shall be inspected by the operator or assistants after delivery to the display site. Shells having tears, leaks, broken fuses, or signs of having been wet shall be set aside and shall not be fired. Aerial shells shall be checked for proper fit in mortars prior to discharge. Aerial shells that do not fit properly shall not be fired. After the display, damaged, deteriorated or dud shells shall either be returned to the supplier or destroyed in accordance with the supplier's instructions and Section 5604.10 of the IFC
- The Longview Fire Marshal's office will be the point of contact for all compliance requirements. All local permits shall be obtained through their office. Any other permits required will be provided to the Longview Fire Marshal's office.
- Provide insurance certificates naming the City of Longview as co-insured for the event with coverage as indicated on page 6.

## **COMPLIANCE REQUIREMENTS**

The successful vendor will be required to obtain and submit the following requirements to the City of Longview on an annual basis prior to commencement of the fireworks display:

1. Application for Class B Fireworks (Fireworks 1.3G)
2. Public Display Permit or License Site Inspection Certification
3. Obtain a permit from the Fire Marshal's Office. Provide applicable State documentation including a shot list of items
4. Provide a site plan indicating safety zones and safety perimeter distances
5. Provide the arrival time and location of fireworks build-up

## **EXPERIENCE AND REFERENCES**

Preference will be given to vendors who have verifiable experience in providing same or similar scope of work and performance. The City of Longview wishes to contract with experienced pyrotechnics vendors who have a minimum of three (3) years' continuous experience in pyrotechnical firework displays. Proposers shall provide with bid response a list of at least three (3) references for which pyrotechnical services and fireworks displays were provided continuously for the last three years. Failure to submit a list of qualified references may cause proposal to be disqualified.

## **EXCEPTIONS TO THE RFP**

The Offeror shall list any exceptions taken to the RFP requirements or to Section titled Terms and Conditions. It is intended that any resultant contract that is awarded is expected to contain substantially the same requirements, terms and conditions as set forth in this Request for Proposal.

## **SUBMITTALS**



The City of Longview requests one original and one copy of your proposal. In order for your proposal to be considered, the following information should be submitted in the following order:

1. Form A-Attachment I of this document
2. Brief Company History
3. List any exceptions taken to the published terms and conditions and/or requirements of this RFP, if any are taken.
4. References –Must show a minimum of three (3) years' continuous experience in pyrotechnical firework displays. Include all requested information in Section titled Experience and References. (Attachment II of this document)
5. Written proof of safety record
6. Detailed Proposed Fireworks Display Package including requirements in Sections titled Requirements and Compliance Requirements
7. Firing method
8. Size and type of each shell fired and quantity (shell size must not be greater than 4")
9. List of equipment to be used in the performance of the show.
10. Turnkey Cost to provide July 4<sup>th</sup> Fireworks and Freedom Celebration Show.
11. Copy of Insurance Certificate showing current coverages
12. House Bill 89 Verification Form (Attachment III of this document)
13. Conflict of Interest Questionnaire (Attachment IV of this document)

## **GENERAL TERMS AND CONDITIONS**

- A. **INDEMNIFICATION:** The vendor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of vendor under this contract.
- B. **CONTRACT ADMINISTRATOR:** Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful proposer.
- C. **PURCHASE ORDER:** A purchase order(s) shall be generated by the City of Longview to the successful proposer. The purchase order number must appear on all itemized invoices. The City of Longview will not be held responsible for any orders placed/delivered without a valid current purchase order number.
- D. **EACH INVOICE** shall be number and show (1) name and address of the successful proposer, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the services delivered.
- E. **APPLICABLE LAW AND VENUE:** This agreement will be governed and construed according to

the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

- F. ASSIGNMENT: The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.
- G. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.
- H. PROPRIETARY INFORMATION: The responders to any inquiry or proposal request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.
- I. Assignment of Contact: This contract may not be assigned in whole or part without the written consent of the City of Longview.
- J. Emergency Telephone Numbers: The Vendor shall provide an emergency telephone number where he can be reached during normal operating hours and after normal operating hours.
- K. SUBCONTRACTING: The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview. All subcontractors are required to meet all insurance requirements listed in this RFP document.
- L. Funds for payment have been provided through the City of Longview budget approved by the Longview City Council for the 2021 fiscal year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.
- M. STORM WATER MANAGEMENT: Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:
  - Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
  - Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
    - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
    - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
    - (3) minimizing the impact to the public health and the environment;
    - (4) neutralizing the effects of the incident;
    - (5) removing the discharged or spilled substances; and

(6) managing the wastes.

- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

## **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:**

Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful proposer.

## **DISCLOSURE OF INTERESTED PARTIES**

Section 2252.908 of the Texas Government Code may require the successful proposer to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful proposer. If Form 1295 is required, the City cannot enter into a contract with the successful proposer unless the successful proposer submits Form 1295 at the time the successful proposer submits the signed lease-purchase contract to the City. Generally, the process for filing Form 1295 is as follows:

1. Prior to award by City Council, the successful proposer will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm), and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The successful proposer must print and sign Form 1295.
3. Within seven (7) business days from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 must be submitted to City of Longview.
4. The successful proposer will need to repeat this process and obtain a separate Form 1295 each time the successful proposer enters into a new contract, renews a contract or makes modification and/or amendments to a City of Longview contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

**BY SUBMITTING A PROPOSAL YOUR FIRM AGREES TO ADHERE TO SECTION 2252.908 OF THE TEXAS GOVERNMENT CODE REFERENCED ABOVE.**

Please Note: No action is required until notification of potential award by the City of Longview Purchasing Department.

## INSURANCE

Insurance is required in the performance of this contract. All proposers and subcontractors proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful proposer shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful proposer providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful proposer must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services under this contract. The successful proposer and all subcontractors shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful proposer shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful proposer shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful proposer shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a City of Longview contract and providing a certificate of coverage, the successful proposer is representing to the City that all employees of the successful proposer and subcontractors who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful proposer which entitles the governmental entity to declare the contract void if the successful proposer does not remedy breach within ten (10) days after receipt of notice of breach from the City.

Additional insurance is required. The successful proposer shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Employer's Liability -       Bodily Injury by Accident - \$100,000 each accident  
                                      Bodily Injury by Disease - \$500,000 policy limit  
                                      Bodily Injury by Disease - \$100,000 each employee

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad 'Form Property Damage, Contractual Liability and Personal Injury.)

\$500,000 each occurrence  
\$1,000,000 annual aggregate

Products and Completed Operations

\$500,000 each occurrence  
\$1,000,000 annual aggregate

Comprehensive Automobile Liability for owned, leased and hired vehicles:

Bodily Injury and Property Damage   \$500,000 "CSL" each occurrence  
Combined Single Limit:               \$500,000 "CSL" each occurrence

If the project involves the construction of a building structure, the Contractor shall provide Builder's Risk insurance with all risk coverage in an amount equal to the full replacement value of the building in question. The contractor shall include the City of Longview and its officers, agents, employees and elected officials, as additional named insured on required comprehensive General Liability, comprehensive automobile Liability, and Builders Risk Insurance policies. Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

Each insurance policy to be furnished by successful proposer shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for the damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

**EVIDENCE OF INSURANCE COVERAGE:** Before commencement of any work, the contractor shall submit written evidence that he and all his subcontractors have obtained the insurance required by this contract. Such written evidence shall be in the form of a Certificate of Insurance executed by the contractor's insurance carrier showing such policies in force for the specified period or by furnishing copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by certified mail to the owner.

**ATTACHMENT I**  
**FORM A**  
**OFFER STATEMENT AND BUSINESS INFORMATION**

This proposal is submitted in response to the Request for Proposal No. 2021-08 July 4<sup>th</sup> Fireworks Show and constitutes an offer by this offeror to enter into a contract as described herein. I hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the offeror is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services offered, or to influence any person or persons to offer or not to offer such services.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
LEGAL NAME OF FIRM

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED SIGNATURE

\_\_\_\_\_  
TODAY'S DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
ADDRESS OF FIRM

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

EMAIL ADDRESS \_\_\_\_\_

ADDENDA ACKNOWLEDGED

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.

YES \_\_\_\_\_ NO \_\_\_\_\_

LOCAL RESIDENT CERTIFICATION: We have an office located within the city limits of the City of Longview, Texas.

YES \_\_\_\_\_ NO \_\_\_\_\_

NON-RESIDENT CERTIFICATION: Our principal place of business is \_\_\_\_\_

## ATTACHMENT II

### REFERENCES

Each proposer shall provide a minimum of three (3) verifiable references in which the proposer has sold and maintained this or a similar product.

Company Name\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_ Contact\_\_\_\_\_

Date of Service\_\_\_\_\_

Company Name\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_ Contact\_\_\_\_\_

Date of Service\_\_\_\_\_

Company Name\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_ Contact\_\_\_\_\_

Date of Service\_\_\_\_\_

**ATTACHMENT III**

**City of Longview  
House Bill 89 Verification**

Pursuant to Section 2270.002 of the Texas Government Code, the City of Longview is prohibited from entering a contract for goods or services unless the contract contains a written verification from the vendor that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The statute defines the phrase "boycott Israel" to mean, "...refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes."

There are certain exceptions to this requirement. Please examine the section below entitled "Claim an Exemption." If you qualify for one or more of the exemptions listed, please fill out the section entitled "Claim an Exemption," sign it, date it, and have your signature notarized. Do not fill out the section entitled "Verification that the Company Does Not Boycott Israel."

If you do not qualify for one of the listed exemptions, do not fill out the section entitled "Claim an Exemption." Instead, fill out the section entitled "Verification that the Company Does Not Boycott Israel," sign it, date it, and have your signature notarized.

**Claim an Exemption**

I, \_\_\_\_\_ (Person name), the undersigned representative of  
(Company or Business Name) \_\_\_\_\_  
(hereinafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company is exempt from the requirements of Chapter 2270 of the Texas Government Code because (check all that apply):

- ☐ The Company is a sole proprietorship; or
- ☐ The Company has less than 10 full-time employees; or
- ☐ The value of the contract between the Company and the City of Longview is less than \$100,000.

\_\_\_\_\_  
DATE \_\_\_\_\_ SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_



**Verification that the Company Does Not Boycott Israel**

I, \_\_\_\_\_ (Person name), the undersigned representative of  
(Company or Business Name) \_\_\_\_\_  
(hereinafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after  
being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company,  
under the provisions of Chapter 2270 of the Texas Government Code:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract between the Company and the City  
of Longview, Texas.

\_\_\_\_\_

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the  
\_\_\_\_\_ of the Company, and personally known to me or proved to me on the basis of satisfactory  
evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that  
he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual  
executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_

## **ATTACHMENT IV**

### **NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:**

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

<http://www.ethics.state.tx.us/> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.